



**Lloyd Morgan Group**  
Transport Compliance Solutions

## **Online Training Bookings Terms & Conditions**

### **1. Booking and Payment**

- 1.1 By making a booking, you acknowledge that you have read and understand the Terms which apply to the booking of a Course ("**Booking**") and accept the Terms.
- 1.2 Payment in full must be made at the time of booking. Until payment is received Lloyd Morgan Group reserve the right to refuse attendance onto the course.
- 1.3 Confirmation of your payment for the Course will be emailed to you automatically on receipt of your payment.
- 1.4 Your Booking will only be deemed to be accepted when Lloyd Morgan Group Ltd issues an email confirmation of your Payment which will include further details on accessing the Course.
- 1.5 Course registrations cannot be transferred to another Course or to a face-to-face course. Bookings are not transferable.

### **2. Cancellation of a Course**

- 2.1 Lloyd Morgan Group Ltd reserves the right to cancel or re-schedule any Course if necessary. In the case of cancellation by Lloyd Morgan Group Ltd a full refund of the Course fees will be made. In the event a Course is re-scheduled, the Course fees will be transferred to the new date. If you cannot attend on the revised date you should follow the cancellation procedure in clause 2.2 or 2.4.
- 2.2 A 7 day cooling off period applies to all Bookings (7 days from the date of the booking being made). If you change your mind during this period before accessing the Course, no cancellation charge will apply, and you will receive a full refund. If you access the Course or its content in any way your right to a refund is waived.
- 2.3 No refund will be given if Lloyd Morgan Group Ltd has reason to believe that you have accessed or viewed any of the Course content that you have purchased.
- 2.4 All cancellations outside of the 7-day cooling off period set out in clause 2.2, must be received in writing (by post or email) 14 calendar days before the date of the Course. **If you cancel within 14 days of the date of the Course start, you will not receive a refund.**
- 2.5 If you cannot access the Course online via the Site due to technical difficulties, Lloyd Morgan Group Ltd will not be able to provide a refund. It is your responsibility to test your system for any compatibility issues prior to Booking.

### **3. Course content**

- 3.1 The Course content is the property of Lloyd Morgan Group Ltd and the Course content should only be viewed by 1 person per place booked when originally booking



the course placement. People sharing screens that have not paid for additional places on the course will be removed from the course including the person who originally booked and may have shared their link without authorisation.

3.2 You understand that Lloyd Morgan Group Ltd shall retain all intellectual property rights for content on the Site and agree to use the Course content for your own personal learning. You may not copy, share, modify, transmit, distribute, or in any way, exploit the Course content for any other purpose.

3.3 Lloyd Morgan Group Ltd does not warrant that the Course content will be error free, nor free of viruses, or other harmful matter. The entire cost of any necessary service, repair, or correction, is your responsibility.

3.5 Lloyd Morgan Group Ltd may make improvements, or changes, to the Course content at any time without prior notification.

3.6 Lloyd Morgan Group Ltd will use all commercially reasonable efforts to provide uninterrupted access to the Course. However, in the event that you are unable to access the Course due to circumstances beyond Lloyd Morgan Group Ltd control, Lloyd Morgan Group Ltd will take all commercially reasonable steps to ensure access is restored within a reasonable period of time and ensure that you receive the Course content. Such circumstances include, but are not limited to: force majeure, acts of God, power outages, and the acts of computer hackers and others acting outside the law, software issues, server downtime, increased internet traffic or downtime, programming errors, regular maintenance of the system, and other related issues.

#### **4. Data Protection**

4.1 Your information will be held by us. For the purposes of the Data Protection Act 1998 and the General Data Protection Regulation ((EU) 2016/679) ("**Data Protection Legislation**"), we are the data controller, and we agree to comply with our obligations under the Data Protection Legislation.

4.2 We may store the personal data you have provided on our system, but this personal data will not be kept for any longer than is needed. The length of time will depend upon whether we have a business need for keeping the information and/or if the law requires that we keep the information for a particular length of time.

4.3 You will ensure that you have all necessary and appropriate consents and notices in place to enable lawful transfer of any personal data to Lloyd Morgan Group in relation to the Booking.

4.4 Please ensure that you have read our privacy policy which sets out how we will use your personal data. Our privacy policy can be found at [www.lloydmorgangroup.co.uk/privacy-policy](http://www.lloydmorgangroup.co.uk/privacy-policy)



4.5 We often record Courses. By booking the Course, you acknowledge that you understand that we may share recorded Courses with attendees and other third parties, and consent to us doing this.

## **5. Limitation of Liability**

5.1 The Course is a training course and not bespoke legal advice tailored to your situation. If you require legal advice, please contact a solicitor.

5.2 The Course is provided without warranty of any kind, express, implied, or statutory, and any and all warranties of merchantability, fitness for a particular purpose or non-infringement of third parties' rights are specifically excluded.

5.3 Lloyd Morgan Group does not warrant any particular result from use of the Site, and we do not warrant that the information on the Site or any information found on a link located on the Site is accurate, complete or complies with any particular law or regulation, or that the operation of and your access to the Site will be uninterrupted, error-free, virus-free or completely secure.

5.4 Your use of the Site is at your sole risk and any content that you download is downloaded at your own discretion and risk. You are solely responsible for any damage to your computer and for any loss of data that results from the downloading of any such content, including any damage resulting from computer viruses.

5.5 Subject to clause 5.7, Lloyd Morgan Group's total liability to you in respect of any losses arising from your Booking, including in respect of actions carried out by third parties on behalf of Lloyd Morgan Group, whether in contract, tort (including negligence or breach of statutory duty), or otherwise shall be limited to the price paid by you for the Course.

5.6 Subject to clause 5.7, Lloyd Morgan Group shall under no circumstances be liable to the you, whether in contract, tort (including negligence or breach of statutory duty), or otherwise, for loss of profits, loss of business; depletion of goodwill and/or similar losses, loss of contract, loss of use, loss of corruption of data or information, or any special, indirect, consequential, or pure economic loss, costs, damages, charges or expenses.

5.7 Nothing in these Terms limits or excludes the liability of either party for death or personal injury resulting from negligence, or any damage or liability incurred by the other party as a result of fraud or fraudulent misrepresentation by that party.

## **6. General**

6.1 These Terms set out the entire agreement between you and Lloyd Morgan Group and supersede and extinguish all previous agreements, promises, assurances, warranties, representations and understandings between yourself and Lloyd Morgan Group, whether written or oral, relating to the Course.

6.2 If any provision or part-provision of these Terms is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to



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make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Terms.

6.3 These Terms shall be governed by and construed in accordance with the law of England and Wales and the parties irrevocably submit to the exclusive jurisdiction of the courts of England and Wales

Full terms and conditions to further supplement these T&C are freely available at:

<https://www.lloydmorgangroup.co.uk/terms-conditions/>